

<i>SERFF Tracking Number:</i>	<i>PRTA-126126262</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Protective Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42221</i>
<i>Company Tracking Number:</i>	<i>BETH ULE23</i>		
<i>TOI:</i>	<i>L09I Individual Life - Flexible Premium</i>	<i>Sub-TOI:</i>	<i>L09I.001 Single Life</i>
	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>UL-E23 5-09</i>		
<i>Project Name/Number:</i>	<i>UL-E23 5-09/UL-E23 5-09</i>		

## Filing at a Glance

Company: Protective Life Insurance Company

Product Name: UL-E23 5-09

TOI: L09I Individual Life - Flexible Premium

Adjustable Life

Sub-TOI: L09I.001 Single Life

Filing Type: Form

SERFF Tr Num: PRTA-126126262 State: Arkansas

SERFF Status: Closed-Approved- State Tr Num: 42221

Closed

Co Tr Num: BETH ULE23

State Status: Approved-Closed

Reviewer(s): Linda Bird

Author: Beth Fledderman

Disposition Date: 05/06/2009

Date Submitted: 04/27/2009

Disposition Status: Approved-

Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: UL-E23 5-09

Project Number: UL-E23 5-09

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Submitted to TN concurrently.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 05/06/2009

Explanation for Other Group Market Type:

State Status Changed: 05/06/2009

Deemer Date:

Created By: Beth Fledderman

Submitted By: Beth Fledderman

Corresponding Filing Tracking Number: PRTA-126126424

Filing Description:

The identical filing is being made for West Coast Life Insurance Company. Please find the Corresponding SERFF Tracking Number above.

Form UL-E23 5-09 is being submitted for your review and approval. It is a new form that will replace UL-E23 7-07, which was approved by your Department on 08/08/2007; Tracking Number PRTA-125248592; State 36545. This filing does not contain any unusual or possibly controversial items from normal company or industry standards.

SERFF Tracking Number:	PRTA-126126262	State:	Arkansas
Filing Company:	Protective Life Insurance Company	State Tracking Number:	42221
Company Tracking Number:	BETH ULE23		
TOI:	L09I Individual Life - Flexible Premium Adjustable Life	Sub-TOI:	L09I.001 Single Life
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Currently, this optional rider will be used with base policy form UL-15-AR 11-06 (approved 9/22/2006; SERFF Tracking # SERT-6T8VED725, State Tracking # 33683) and policy schedule page UL-15V5 11-08 (approved 9/3/2008; SERFF Tracking # PRTA-125791156, State Tracking # 40080).

We are correcting item b), which describes the interest rate used to determine the Net Single Premium. A comparison document is included so you can see the change in detail.

The form is being submitted to our domiciliary state, Tennessee, concurrently.

## Company and Contact

### Filing Contact Information

Elizabeth Fledderman, Policy Contract Filing Specialist	elizabeth.fledderman@protective.com
2801 Highway 280 South	800-866-3555 [Phone] 5539 [Ext]
Birmingham, AL 35223	205-268-3401 [FAX]

### Filing Company Information

Protective Life Insurance Company	CoCode: 68136	State of Domicile: Tennessee
2801 Highway 280	Group Code: 458	Company Type:
Birmingham, AL 35223	Group Name:	State ID Number:
(800) 866-3555 ext. [Phone]	FEIN Number: 63-0169720	

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## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	1 form + no domiciliary fee = \$50
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Protective Life Insurance Company	\$50.00	04/27/2009	27436275

SERFF Tracking Number:	PRTA-126126262	State:	Arkansas
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/06/2009	05/06/2009

<i>SERFF Tracking Number:</i>	<i>PRTA-126126262</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Protective Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42221</i>
<i>Company Tracking Number:</i>	<i>BETH ULE23</i>		
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	<i>Adjustable Life</i>		
<i>Product Name:</i>	<i>UL-E23 5-09</i>		
<i>Project Name/Number:</i>	<i>UL-E23 5-09/UL-E23 5-09</i>		

## Disposition

Disposition Date: 05/06/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	PRTA-126126262	State:	Arkansas
Filing Company:	Protective Life Insurance Company	State Tracking Number:	42221
Company Tracking Number:	BETH ULE23		
TOI:	L09I Individual Life - Flexible Premium	Sub-TOI:	L09I.001 Single Life
	Adjustable Life		
Product Name:	UL-E23 5-09		
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Actuarial Memorandum		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Comparison Document		Yes
Supporting Document	Certification		Yes
Form	Death Benefit Endorsement		Yes

SERFF Tracking Number:	PRTA-126126262	State:	Arkansas
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## Form Schedule

Lead Form Number: UL-E23 5-09

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	UL-E23 5-09	Policy/Cont Death Benefit ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.000	UL-E23 5-09.pdf

## DEATH BENEFIT ENDORSEMENT

The Company issues this endorsement as a part of the Policy to which it is attached. The endorsement modifies the Policy by adding a Death Benefit Option and providing for changes between the Death Benefit Options. All Policy provisions not expressly modified by this endorsement remain in full force and effect.

The Policy is modified as follows:

1. The "Death Benefit Option" provision in the "DEATH BENEFIT" section of the Policy is deleted in its entirety, and replaced with the new "Death Benefit Option" provision, below.

**Death Benefit Option.** The Death Benefit options provided by the Policy are Option A or Option B, whichever is shown on the current Policy Schedule.

If the Policy Schedule indicates the Policy will meet the compliance requirements under the Guideline Premium Test, then:

Option A - Level Death Benefit. The Level Death Benefit is the greater of:

- a) the face amount as of the Insured's date of death; or
- b) the Policy Value as of the Insured's date of death plus the corridor amount.

Option B - Increasing Death Benefit. The Increasing Death Benefit is the greater of:

- a) the face amount plus the Policy Value as of the Insured's date of death; or
- b) The Policy Value as of the Insured's date of death plus the corridor amount.

The corridor amount is equal to a percentage of the Policy Value as of the Insured's date of death, and applied as prescribed in Code section 7702, as amended. The percentage varies according to the Insured's age, as shown in the table below:

Age at Death	Corridor Percentage	Age at Death	Corridor Percentage	Age at Death	Corridor Percentage
0-40	[150%]	54	[57%]	68	[17%]
41	[143%]	55	[50%]	69	[16%]
42	[136%]	56	[46%]	70	[15%]
43	[129%]	57	[42%]	71	[13%]
44	[122%]	58	[38%]	72	[11%]
45	[115%]	59	[34%]	73	[9%]
46	[109%]	60	[30%]	74	[7%]
47	[103%]	61	[28%]	75-90	[5%]
48	[97%]	62	[26%]	91	[4%]
49	[91%]	63	[24%]	92	[3%]
50	[85%]	64	[22%]	93	[2%]
51	[78%]	65	[20%]	94	[1%]
52	[71%]	66	[19%]	95+	[0%]
53	[64%]	67	[18%]		

If the Policy Schedule indicates the Policy will meet the compliance requirements under the Cash Value Accumulation Test, then:

Option A - Level Death Benefit. The Level Death Benefit is the greater of:

- a) the face amount as of the Insured's date of death; or
- b) the Minimum Death Benefit, described below.

Option B - Increasing Death Benefit. The Death Benefit is the greater of:

- a) the face amount plus the Policy Value as of the Insured's date of death;  
or
- b) the Minimum Death Benefit, described below.

The Minimum Death Benefit is the amount of Level Death Benefit that the Policy Value would currently buy if paid as the Net Single Premium, when Net Single Premium is determined according to the Cash Value Accumulation Test as prescribed at that time in Code section 7702, as amended. Pursuant to that section as of the Policy Effective Date, for the purpose of determining Net Single Premium:

- a) the mortality charges used shall be the maximum cost of insurance charges guaranteed under the Policy, provided they do not exceed the maximum charges permitted under Code section 7702; and,
- b) the interest rate used shall be the greater of the guaranteed interest rate shown in the Policy Schedule or an annual effective interest rate of 4%;  
and,
- c) the Policy shall be deemed to mature no earlier than the date the Insured attains age 95 and no later than the date the Insured attains age 100, and the Policy Value deemed to exist on the maturity date does not exceed the smallest Death Benefit payable.

2. The new provision below, entitled "Changing the Death Benefit Option", is added to the end of the "CHANGING THE POLICY" section of the Policy:

**Changing the Death Benefit Option.** You may change the Death Benefit while this policy is in force during the life of the Insured. If you request a change from Option B to Option A, we will increase the face amount to equal the Death Benefit on the Effective Date of the change. If you request a change from Option A to Option B and the face amount exceeds the Death Benefit less the Policy Value, we will decrease the face amount so that it equals the Death Benefit less the Policy Value on the Effective Date of the change.

Signed for the Company as of the Policy Effective Date.

**PROTECTIVE LIFE INSURANCE COMPANY**



Secretary



SERFF Tracking Number:	PRTA-126126262	State:	Arkansas
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## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification		
<b>Comments:</b>		
<b>Attachment:</b> PL ULE23 Readability.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Application		
<b>Bypass Reason:</b> Not applicable to this filing.		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Outline of Coverage		
<b>Bypass Reason:</b> Not applicable to this filing.		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Actuarial Memorandum		
<b>Comments:</b>		
<b>Attachment:</b> UL-E23 5-09 Actuarial Memorandum.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Statement of Variability		
<b>Comments:</b>		
<b>Attachment:</b>		

SERFF Tracking Number: PRTA-126126262 State: Arkansas  
Filing Company: Protective Life Insurance Company State Tracking Number: 42221  
Company Tracking Number: BETH ULE23  
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Adjustable Life  
Product Name: UL-E23 5-09  
Project Name/Number: UL-E23 5-09/UL-E23 5-09

PL Statement of Variability-ULE23.pdf

Item Status: Status  
Date:

Satisfied - Item: Comparison Document

Comments:

Attachment:

7-07 to 5-09 Compare.pdf

Item Status: Status  
Date:

Satisfied - Item: Certification

Comments:

Attachment:

PL AR Certification.pdf

PROTECTIVE LIFE INSURANCE COMPANY

READABILITY CERTIFICATION

This is to certify that the attached Form No. UL-E23 5-09, along with all state variations, has achieved a Flesch Reading Ease Test Score of 50.4.

A handwritten signature in black ink that reads "Keith Kirkley". The signature is written in a cursive style with a large, looping 'K' and a trailing flourish.

---

Keith Kirkley, JD, MBA  
Assistant Vice President

Date: April 7, 2009

**PROTECTIVE LIFE INSURANCE COMPANY**

**Actuarial Description**

**Death Benefit Endorsement**

**Form UL-E23 5-09**

**I. DESCRIPTION OF ENDORSEMENT CHARACTERISTICS**

The endorsement provides for a death benefit Option B (in addition to Option A) equal to:

- a) The face amount plus the Policy Value as of the Insured's date of death; or
- b) The Policy Value as of the Insured's date of death plus the corridor amount.

The endorsement form defines all the terms and conditions.

**II. BASIS OF VALUES**

This endorsement does not have any actual value accessible to the policyholder.

**III. STATUTORY RESERVES**

No reserves will be held explicitly for this endorsement if the endorsement is attached to the policy and Option B is selected, the reserves on the policy will reflect the level net amount at risk and increasing death benefit.



---

Mark S. Peterson, FSA, MAAA  
2<sup>nd</sup> Vice President and Actuary  
April 7, 2009

**Statement of Variability  
Endorsement Form UL-E23 5-09**

No variables will change with respect to in-force policies without notification, appropriate regulatory approvals, and (where required) consent of the contract holder, owner or participant.

**Death Benefit Endorsement UL-E23 5-09**

Corridor Table Percentages – Will vary according to current IRS requirements as of the Policy Effective Date.

**CERTIFICATION**

I certify that the information contained in this Statement of Variability is true and correct to the best of my knowledge and belief, and that I am duly authorized by the company to make this certification.

Signed for the Company by:

A handwritten signature in black ink that reads "Keith Kirkley". The signature is written in a cursive style with a large, stylized 'K' and 'K'.

---

Keith Kirkley, J.D. MBA  
Assistant Vice President  
Protective/West Coast Life Insurance Company

April 7, 2009

# Text Comparison

## Documents Compared

UL-E23 Death Benefit Endorsement.pdf

UL-E23 5-09.pdf - Adobe Acrobat Professional

## Summary

19 word(s) added

19 word(s) deleted

827 word(s) matched

8 block(s) matched

To see where the changes are, scroll down.



PROTECTIVE LIFE INSURANCE COMPANY / P. O. BOX 2606 / BIRMINGHAM, ALABAMA 35202  
 A STOCK COMPANY STATE OF DOMICILE - TENNESSEE (205-268-1000)

## DEATH BENEFIT ENDORSEMENT

The Company issues this endorsement as a part of the Policy to which it is attached. The endorsement modifies the Policy by adding a Death Benefit Option and providing for changes between the Death Benefit Options. All Policy provisions not expressly modified by this endorsement remain in full force and effect.

The Policy is modified as follows:

1. The "Death Benefit Option" provision in the "DEATH BENEFIT" section of the Policy is deleted in its entirety, and replaced with the new "Death Benefit Option" provision, below.

**Death Benefit Option.** The Death Benefit options provided by the Policy are Option A or Option B, whichever is shown on the current Policy Schedule.

If the Policy Schedule indicates the Policy will meet the compliance requirements under the Guideline Premium Test, then:

Option A - Level Death Benefit. The Level Death Benefit is the greater of:

- a) the face amount as of the Insured's date of death; or
- b) the Policy Value as of the Insured's date of death plus the corridor amount.

Option B - Increasing Death Benefit. The Increasing Death Benefit is the greater of:

- a) the face amount plus the Policy Value as of the Insured's date of death; or
- b) The Policy Value as of the Insured's date of death plus the corridor amount.

The corridor amount is equal to a percentage of the Policy Value as of the Insured's date of death, and applied as prescribed in Code section 7702, as amended. The percentage varies according to the Insured's age, as shown in the table below:

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 A STOCK COMPANY STATE OF DOMICILE - TENNESSEE (205-268-1000)

## DEATH BENEFIT ENDORSEMENT

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The Policy is modified as follows:

1. The "Death Benefit Option" provision in the "DEATH BENEFIT" section of the Policy is deleted in its entirety, and replaced with the new "Death Benefit Option" provision, below.

**Death Benefit Option.** The Death Benefit options provided by the Policy are Option A or Option B, whichever is shown on the current Policy Schedule.

If the Policy Schedule indicates the Policy will meet the compliance requirements under the Guideline Premium Test, then:

Option A - Level Death Benefit. The Level Death Benefit is the greater of:

- a) the face amount as of the Insured's date of death; or
- b) the Policy Value as of the Insured's date of death plus the corridor amount.

Option B - Increasing Death Benefit. The Increasing Death Benefit is the greater of:

- a) the face amount plus the Policy Value as of the Insured's date of death; or
- b) The Policy Value as of the Insured's date of death plus the corridor amount.

The corridor amount is equal to a percentage of the Policy Value as of the Insured's date of death, and applied as prescribed in Code section 7702, as amended. The percentage varies according to the Insured's age, as shown in the table below:

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51	[78%]	65	[20%]	94	[1%]
52	[71%]	66	[19%]	95+	[0%]
53	[64%]	67	[18%]		

If the Policy Schedule indicates the Policy will meet the compliance requirements under the Cash Value Accumulation Test, then:

Option A = Level Death Benefit. The Level Death Benefit is the greater of:

- a) the face amount as of the Insured's date of death; or
- b) the Minimum Death Benefit, described below.

Option B = Increasing Death Benefit. The Death Benefit is the greater of:

- a) the face amount plus the Policy Value as of the Insured's date of death; or
- b) the Minimum Death Benefit, described below.

The Minimum Death Benefit is the amount of Level Death Benefit that the Policy Value would currently buy if paid as the Net Single Premium, when Net Single Premium is determined according to the Cash Value Accumulation Test as prescribed at that time in Code section 7702, as amended. Pursuant to that section as of the Policy Effective Date, for the purpose of determining Net Single Premium:

- a) the mortality charges used shall be the maximum cost of insurance charges guaranteed under the Policy, provided they do not exceed the maximum charges permitted under Code section 7702; and,
- b) the interest rate used shall be the greater of the ~~current interest rate being credited to the Policy~~ or an annual effective interest rate of 4%; and,
- c) the Policy shall be deemed to mature no earlier than the date the Insured attains age 95 and no later than the date the Insured attains age 100, and the Policy Value deemed to exist on the maturity date does not exceed the smallest Death Benefit payable.

2. The new provision below, entitled "Changing the Death Benefit Option", is added to the end of the "CHANGING THE POLICY" section of the Policy:

**Changing the Death Benefit Option.** You may change the Death Benefit while this policy is in force during the life of the Insured. If you request a change from Option B to Option A, we will increase the face amount to equal the Death Benefit on the Effective Date of the change. If you request a change from Option A to Option B and the face amount exceeds the Death Benefit less the Policy Value, we will decrease the face amount so that it equals the Death Benefit less the Policy Value on the Effective Date of the change.

Signed for the Company as of the Policy Effective Date.

**PROTECTIVE LIFE INSURANCE COMPANY**



Secretary

If the Policy Schedule indicates the Policy will meet the compliance requirements under the Cash Value Accumulation Test, then:

Option A - Level Death Benefit. The Level Death Benefit is the greater of:

- a) the face amount as of the Insured's date of death; or
- b) the Minimum Death Benefit, described below.

Option B - Increasing Death Benefit. The Death Benefit is the greater of:

- a) the face amount plus the Policy Value as of the Insured's date of death; or
- b) the Minimum Death Benefit, described below.

The Minimum Death Benefit is the amount of Level Death Benefit that the Policy Value would currently buy if paid as the Net Single Premium, when Net Single Premium is determined according to the Cash Value Accumulation Test as prescribed at that time in Code section 7702, as amended. Pursuant to that section as of the Policy Effective Date, for the purpose of determining Net Single Premium:

- a) the mortality charges used shall be the maximum cost of insurance charges guaranteed under the Policy, provided they do not exceed the maximum charges permitted under Code section 7702; and,
- b) the interest rate used shall be the greater of the guaranteed interest rate shown in the Policy Schedule or an annual effective interest rate of 4%; and,
- c) the Policy shall be deemed to mature no earlier than the date the Insured attains age 95 and no later than the date the Insured attains age 100, and the Policy Value deemed to exist on the maturity date does not exceed the smallest Death Benefit payable.

2. The new provision below, entitled "Changing the Death Benefit Option", is added to the end of the "CHANGING THE POLICY" section of the Policy:

**Changing the Death Benefit Option.** You may change the Death Benefit while this policy is in force during the life of the Insured. If you request a change from Option B to Option A, we will increase the face amount to equal the Death Benefit on the Effective Date of the change. If you request a change from Option A to Option B and the face amount exceeds the Death Benefit less the Policy Value, we will decrease the face amount so that it equals the Death Benefit less the Policy Value on the Effective Date of the change.

Signed for the Company as of the Policy Effective Date.

**PROTECTIVE LIFE INSURANCE COMPANY**



Secretary

**PROTECTIVE LIFE INSURANCE COMPANY**  
**Birmingham, Alabama**

**STATE OF ARKANSAS**

**RULE AND REGULATION 19 CERTIFICATION**

This is to certify that the attached Form No. UL-E23 5-09 is in compliance with Rule and Regulation 19 of the State of Arkansas regarding the Unfair Sex Discrimination in the Sale of Insurance.

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Keith Kirkley, J.D., MBA  
Assistant Vice President

Date: April 7, 2009